

**REQUEST FOR PROPOSAL**

**FOR**

**CITY OF SEDONA**

**WASTEWATER DEPARTMENT**

**WELL # 1 AREA FENCE CONTRACT**

**JANUARY 2016**

# REQUEST FOR PROPOSALS

CITY OF SEDONA  
WASTEWATER DEPARTMENT

## WELL #1 AREA FENCE CONTRACT

**PROPOSAL DUE DATE: Tuesday, February 9, 2016 3:00 PM**  
**PROPOSAL OPENING TIME AND DATE: After 4 PM Tuesday, February 9, 2016**

The City of Sedona Wastewater Department is soliciting proposals from licensed contractors for installation of a fence.

The Request for Proposals is available on the City of Sedona website at [www.SedonaAz.gov](http://www.SedonaAz.gov). Addendums will be posted on the City of Sedona's website at [www.SedonaAz.gov](http://www.SedonaAz.gov) under the Bid/RFP Opportunities. The City retains the right to reject any proposal not acknowledging all issued addendums. Addendums may be posted to within 24 hours of the time of bid opening.

Contract Documents with completed Bid Proposals must be enclosed in a sealed envelope addressed to:

**HAND DELIVERED:** City of Sedona  
Charles Mosley, PE  
Wastewater Department  
7500 W SR 89A  
Sedona, AZ 86336


**U.S. MAIL:** City of Sedona  
Charles Mosley, PE  
Wastewater Department  
102 Roadrunner Drive  
Sedona, AZ 86336

**AND CLEARLY MARKED:** Proposal for Well #1 Area Fence Contract

**AND RECEIVED:** At the Wastewater Department until 3:00 p.m. local time, Tuesday, February 9, 2016, (as determined by reference to the official time.)

Proposals will be opened in the Wastewater Department at 7500 W SR 89A, Sedona after 4:00 PM on February 9, 2016. One or more proposals may be accepted by the City at its sole discretion. The City of Sedona reserves the right to reject any, or all proposals and withhold award if deemed in the best interest of the city.

A proposal guarantee shall be provided with each bid. The guarantee shall be in the form of a bid bond, certified check or cashier's check payable to the City.

By:   
Charles Mosley, Director of Wastewater/City Engineer

First Advertisement: Wednesday, January 20, 2016  
Second Advertisement: Friday, January 22, 2016  
RED ROCK NEWS

## INSTRUCTIONS TO PROPOSERS

1. Each proposal shall be submitted on the Proposal Form provided, to the locations specified in these request, at or prior to the date and time specified. All sections of the form must be completed. If information does not apply state "Not applicable". Mailing and location addresses must be provided.
2. Proposal prices submitted shall be considered to have included all local, state and federal taxes, and no additional allowance will be allowed for such. The City reserves the right to consider the value to it of warranties exceeding the minimum requirements in determining which if any proposal will be accepted. The scope of the work to be accomplished for the proposal is described in Exhibit A to these instructions.
3. No Proposer may withdraw his proposal for forty-five (45) days after the time established for receiving Proposals or before the accepted proposers have returned the Letter of Award signed, unless a period exceeding forty-five (45) calendar days after the time established for receiving Proposals has passed. The sending of the Letter of Award by the City of Sedona to one party does not constitute a waiver of this condition.
4. Each proposal must be accompanied by either a certified check made payable to the City of Sedona, a cashier's check made payable to the City of Sedona or a bid bond, duly executed by the Proposer as principal and having as surety thereon a surety company licensed to do business in Arizona. The City may retain such checks or bid bonds, of up to three (3) highest ranked Proposers, for a period of forty-five (45) days after the bid opening.
5. In the event a successful proposer fails to deliver to the City of Sedona all items, training and services, as proposed and awarded, within the time frames specified to the satisfaction of the City, the proposer may be deemed non-performing, and the proposal deposit or bond for the non-performing proposer shall be forfeited to the City.
6. Each bidder acknowledges and agrees award of the contract shall require issuance of a Letter of Award by the City to the successful bidder and issuance of a Purchase Order. The City reserves the right to award the Base Proposal only, or the Base Proposal plus the Additive Alternate Proposal, or to reject all proposals, at its sole discretion.
7. City may conduct such investigation as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposers, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents. City reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation to City's satisfaction.

8. Modification of a Proposal already received will be considered only if the modification is received prior to the time established for receiving Proposals. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original Proposal. The communication should not reveal the Proposal Price, but should provide the addition or subtraction or other modifications so that the final price or terms will not be shown until the sealed Proposals are opened.
9. Each Proposer shall state its Arizona State Contractor's License number and category, and its Arizona Office of Pest Management License number (s) in the proposal. The names of proposed lead applicators for this shall also be stated in the proposal.

## STATUTORY BID BOND

### PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1 OF THE ARIZONA REVISED STATUTES

(This bond must not be less than ten percent (10%) of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned \_\_\_\_\_, (hereinafter "Principal"), as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal offices in the City of \_\_\_\_\_, (hereinafter "Surety"), as Surety, are held and firmly bound unto the City of Sedona, the State of Arizona, (hereinafter "Obligee"), in the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

### CITY OF SEDONA **Well #1 Area Fence Project**

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a contract with the Obligee in accordance with the terms of the proposal and gives the bonds and certificates of insurance as specified in the Contract Documents with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
Seal

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
AGENCY ADDRESS

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Seal

(Attach Power of Attorney form)

**STATUTORY BID BOND**  
(Check to accompany bid)

(Note: The following form shall be used when a check accompanies bid)

Accompanying this proposal is a Cashiers check payable to the order of the City of Sedona  
hereinafter referred to as "City," for

**CITY OF SEDONA**  
**Well #1 Area Fence Project**

in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), this amount being ten percent (10%) of the total amount of the Bid. The proceeds of this check shall become the property of said City provided this proposal shall be accepted by said City through action of its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the City if the undersigned shall withdraw his bid within the period of forty-five (45) days after the date set for the opening thereof, unless otherwise required by law, and notwithstanding the award of the Contract to another Bidder.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Bidder

(NOTE: If the Bidder desires to use a bond instead of a check, the Bid Bond Form on the previous two pages shall be executed -- the sum of this bond shall not be less than ten percent (10%) of the total amount of this Bid.)

**STATUTORY PERFORMANCE BOND**  
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES

(This Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter "Principal"), as Principal,  
and \_\_\_\_\_, a corporation  
organized and existing under the laws of the State of \_\_\_\_\_ with its principal office  
in the City of \_\_\_\_\_, (hereinafter "Surety"), as Surety, are held and firmly bound  
unto the City of Sedona, State of Arizona, (hereinafter "Obligee") in the amount of \_\_\_\_\_  
\_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_) for the payment whereof, the  
said Principal and Surety bind themselves, and their heirs, administrators, executors, successors  
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the  
\_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016 to  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ which contract is

hereby referred to and made a part hereof as fully and to the same extent as if copied at length  
herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully  
performs and fulfills all of the undertakings, covenants, terms conditions and agreements of the  
Contract during the original term of the Contract and any extension of the Contract, with or  
without notice to the Surety, and during the life of any guaranty required under the Contract,  
and also performs and fulfills all of the undertakings, covenants, terms conditions and  
agreements of all duly authorized modifications of the Contract that may hereafter be made,  
notice of which modifications to the Surety being hereby waived, the above obligation is void.  
Otherwise it remains in full force and effect.



PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
Seal

By: \_\_\_\_\_

Title: \_\_\_\_\_

AGENCY OF RECORD

\_\_\_\_\_

\_\_\_\_\_

AGENCY ADDRESS

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Seal

By: \_\_\_\_\_

(Attach Power of Attorney form)

**STATUTORY PAYMENT BOND**  
PURSUANT TO  
TITLE 34, CHAPTER 2, ARTICLE 2,  
OF THE ARIZONA REVISED STATUTES

(This Bond must be 100% of the Contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter "Principal"), as Principal, and  
\_\_\_\_\_, a corporation organized and existing under the laws of the  
State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_,  
(hereinafter "Surety"), as Surety, are held and firmly bound unto the City of Sedona, State of  
Arizona (hereinafter "Obligee") in the amount of  
\_\_\_\_\_ (Dollars) (\$) \_\_\_\_\_ for the payment  
whereof, the said Principal and Surety bind themselves, and their heirs, administrators,  
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee  
dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

which contract is hereby referred to and made a part hereof as fully and to the same extent as  
if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly  
pays all monies due to all persons supplying labor or materials to the Principal or the Principal's  
subcontractors in the prosecution of the work provided for in contract, this obligation is void.  
Otherwise it remains in full force and effect.

PROVIDED HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter  
2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined  
in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2,  
Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable  
attorney fees that may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
Seal

By: \_\_\_\_\_

Title: \_\_\_\_\_

AGENCY OF RECORD

\_\_\_\_\_

AGENCY ADDRESS

\_\_\_\_\_

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Seal

By: \_\_\_\_\_

(Attach Power of Attorney form)

**DO NOT DETACH AND SUBMIT SEPARATE FROM OTHER CONTRACT DOCUMENTS**

**BID PROPOSAL**

City of Sedona:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, attended all mandatory pre-bid meetings, and having examined the site where the work is being performed, and having familiarized himself with any local conditions affecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents for the Unit Prices entered based on the Bidding Schedule included herein, said prices to only be amended or altered in accordance with the Contract Documents.

It is understood that any listed quantities of work to be done at unit prices are **approximate** only, and are intended to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be done at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the City, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Schedule, except as otherwise provided for in the Contract Documents.

It is further agreed that payments may be increased to cover additional work ordered by the City, but not shown on the Plans or required by the Specifications. Similarly, payments may decrease if work is deleted or changed.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

In submitting this Proposal, it is understood that the right is reserved by the City to reject any or all Proposals and waive informalities or irregularities in Proposals. The City also reserves the right to delay the award of a contract for a period not to exceed forty-five (45) days from the date of the opening of bids.

The undersigned Bidder further agrees, if awarded the contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned Bidder has carefully checked the figures inserted by him and understands that they are the Bidder's sole responsibility, and the City will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal although City may check and correct mathematical accuracy in evaluation of the bids.

The undersigned Bidder certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Information for and Instructions to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other Bidder.

Attached is a certified check without endorsement and with conditions payable to the City of Sedona in the sum of ten percent (10%) of the total bid drawn on a bank which is a member of Federal Reserve System or which is a member of the Federal Deposit Insurance Corporation, or a cashier's check for ten percent (10%) of the total bid or a Bid Bond written by an approved surety company for ten percent (10%) of the total bid.

The undersigned submits a bid bond pursuant to Section 34-201, Arizona Revised Statutes, payable to the City, equal to ten percent (10%) of the total amount of this proposal, and agrees that said bid bond shall be given as a guarantee that the Bidder will enter into the Contract within the time herein stated if the award is made to him by the City. In case of the Bidder's refusal or failure to do so within ten (10) days of Notice of the Award of Contract, or within five (5) days after receiving notice from the City of the rejection of any objections to the Notice of Award, the bond will be forfeited.

The Bidder grants the City the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of forty-five (45) days after the date of opening of said Proposals.

The undersigned Bidder further grants the City the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the City's needs.

Bidder agrees that the City has determined that a reasonable time for the Well # 1 Area Fence Project is the contract time stated in the Advertisement for Bids and issued addendum. The Bidder agrees that this proposal is submitted on this basis, subject to provisions contained in the Contract Documents relating to extensions of time, and agrees to plan and prosecute the work with such diligence that the work shall be completed within the time specified.

Bidder agrees that the bid includes the following items which have been completed in full by the Bidder:

- (a) Bid or Proposal
- (b) Bid Schedule
- (c) Bid Guaranty Bond
- (d) Certification of the Bidder's experience and qualifications and statement of Bidder's Qualifications
- (e) List of all proposed Subcontractors
- (f) Schedule of manufacturers and suppliers, major equipment and material items
- (g) Non-collusion Affidavit
- (h) Certificate of Insurability
- (i) Signed Addenda

Bidder agrees that the City assumes no responsibility for any understanding or representation made by any of its Council members, officers or agents during or prior to the bidding and execution of the Contract, unless (1) such understanding or representations are expressly stated in the Contract or Addenda thereto, or (2) the Contract expressly provides that responsibility therefore is assumed by the City, or (3) said understanding or representation is contained in the information supplied to Bidders by the City or the City Engineer, or as information distributed pursuant to the Information for and Instructions to Bidders. The Bidder further understands that only the Mayor and Council of the City through action taken at a properly noticed meeting can waive any term or condition or requirement of this Contract or of the bid.

Bidder agrees that all terms set forth in all Contract Documents shall be binding upon the Bidder if a Notice of Award is issued in favor of said Bidder by the City.

Bidder agrees that all major equipment and suppliers shall be set forth herein on the attached "Schedule of Manufacturers and Suppliers, Major Equipment and Material Items",

Bidder understands that this project is to be constructed in compliance with all City, State and Federal laws, rules and regulations, which are applicable to the project and the Contractor and all work performed hereunder.

In making this proposal, the undersigned incorporates and acknowledges all definitions set forth in the Contract Documents.

The undersigned hereby submits this proposal and the accompanying Bid Schedule as its proposal to construct the improvements described in the Contract Documents.

The name and location of the place of business of each Subcontractor who will perform work or

labor or render service to the general Contractor in or about the construction of the work or improvements in an amount in excess of one and one-half percent (1.5%) of the general Contractor's total Bid, and the portion of the work which will be done by each Subcontractor is set forth in the Proposed Subcontractor list attached hereto.

Bidder has received all Addenda before submission of Bid, and has examined the same and has included them in the Contract Documents prior to submitting the Bid and has submitted the Bid based upon them.

The Bonding company which will supply the required Performance and Payment bond is:

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**CITY OF SEDONA**  
**Well #1 Area Fence Project**

**QUOTE RESPONSE FORM**

(due by February 9, 2016 at 3PM )

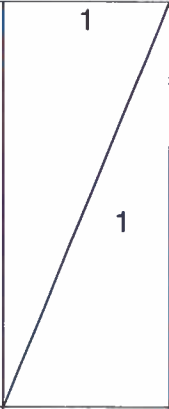
**JOB QUOTE REQUEST #**

**JOB LOCATION: City of Sedona Wastewater Reclamation Plant**

DESCRIPTION (JOB SCOPE)	Bid Item and Quantity	Unit and UNIT PRICE	NOT TO EXCEED TOTAL PRICE (Bid prices submitted shall be held for forty-five days and are considered to have included all local, state and federal taxes)
<b>1. Clear and Grub</b> Trees, brush, and debris shall be cleared along the alignment (5-foot width minimum) sufficient to install fence. Existing berms shall be restored to shape and height prior to construction. Cavities resulting from clear and grub shall be carefully backfilled with clean soil and compacted to a minimum 85% .Contractor shall be responsible for removal of clear and grubbed material to offsite and proper disposal of same. Care shall be taken not to damage/disturb the existing well and fencing.	<div style="text-align: center;">1 1</div>	<div style="text-align: center;">LS</div>	
<b>2. Survey</b> The alignment of the fence shall be staked by a licensed surveyor 2 working days prior to starting excavation for the posts. The City be contacted in writing and a staking sheet provided by Contractor 2 working days prior to excavation for inspection of alignment. Ends, straight alignment midpoints, angle points, gate posts shall at a minimum be staked.	<div style="text-align: center;">1 1</div>	<div style="text-align: center;">LS</div>	
<b>3. Fencing</b> Fencing conforming to 2012 ADOT Specification Section 903 Drawing C-12.10 (Sheets 2 and 5), the attached "Well #1 Area Fence" drawing, "Erosion Control Pad" drawing, and "Junction Structure" drawing shall be installed. The fence alignment is along the olive (A to B), purple (B to C) and green (C to D) lines. The fence shall be Type 2 Barbed Wire. The installation shall include ties to existing fencing/posts with wire of no less gauge than newly installed fence wire gauge. The bid quantity will be paid unless measured quantity is less than 850 LF or more than 890 LF. If the quantity is outside these quantity limits payment will be the unit price applied to the actual measured quantity installed to the nearest foot. The gate shall not be included in the fence measurement. <u>The control for the fence alignment shall be a line from point A to the top center of existing well #1 well head.</u>	<div style="text-align: center;">2 875</div>	<div style="text-align: center;">LF</div>	

# CITY OF SEDONA

## Well #1 Area Fence Project

<p><b>4. 14 – foot Gate</b>  A 14-foot wide gate Type 1 per 2012 ADOT Drawing C-12.10 (Sheet 3) shall be installed between fence corners C and D. The fence shall be located in the vicinity of corner C. The actual location may be adjusted along the fence so that the gate is approximately centered on an existing access path. Latching hardware capable of accepting a padlock with a ¼" shackle shall be installed on the gate. Provide a sheet showing the latch to the City for its review and approval prior to installing. Payment for the gate shall be lump sum and include compensation from hinge post to latch post.</p>			
<p>This bid is for a fence and gate installed complete approximately along the alignment identified in the bid request documents. Compensation for compliance with all portions of the bid documents, including but not limited to the specifications, quote document, contract, and drawings provided and referenced in the bid documents is considered as included in the bid submitted, and no additional compensation is allowed therefor. <b>The work is to be warranted for 730 days after written acceptance of the work as complete. Contractor agrees to correct deficient work and materials, during the warranty period, within 15 calendar days of written notice of defect by the City. 30 (Thirty) calendar days is allotted for this work. Liquidated damages in the amount of \$50 per day may be assessed by the City for late completion of the work.</b></p>			
<p>The below named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the order of precedence is as follows:</p> <ol style="list-style-type: none"> <li>1. Change Orders</li> <li>2. Contract (this document), including addenda</li> <li>3. Payment and Performance Bonds</li> <li>4. Advertisement for Bids</li> <li>5. Information for and Instructions to Bidders</li> <li>6. Notice of Award</li> <li>7. Notice to Proceed</li> <li>8. Special Conditions</li> <li>9. Bid Proposal</li> <li>10. Technical Specifications</li> <li>11. Plans and Drawings</li> <li>12. General Conditions</li> <li>13. Bid Guaranty Bond</li> <li>14. Standard Specifications</li> </ol>			

# CITY OF SEDONA

## Well #1 Area Fence Project

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern those documents with a higher numerical value. Within a category, the last in time is first in precedence.				
			N/A	
	<b>TOTAL</b> <b>Including taxes, insurance, and all other costs</b>			\$ _____

Company Name: \_\_\_\_\_

Submitted by: \_\_\_\_\_  
*Print Name*

Address: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Phone*                      *Fax*

\_\_\_\_\_  
*ROC #*

Disputes related to this bid and contract shall be considered as within Yavapai County, Arizona and subject to jurisdiction of courts therein. The provisions of Article 3.10.010 of the City Code shall apply to this contract as a precedent to proceeding with other actions against the City.

\_\_\_\_\_

## PROPOSED SUBCONTRACTORS

The following information gives the name, business address, and portion of work (description of work to be done) for each Subcontractor that will be used in the work if the Bidder is awarded the Contract. No Subcontractor doing work in excess of one and one-half percent (1.5%) of the total amount of the bid and who is not listed shall be used without the written approval of the City, which shall not be unreasonably withheld. (Additional supporting data may be attached to this page. Each page shall be sequentially numbered and headed "Proposed Subcontractors" and shall be signed.) Substitutions of Subcontractors may be made by the Bidder as long as all Subcontractors used meet all requirements for all Subcontractors and all subcontract agreements meet all requirements set forth in the Contract Documents. The total value of subcontracted work shall not exceed fifty percent (50%) of the contract work as bid. The Bidder shall perform 50% or more of the contract work using Bidder's organization, unless stated otherwise in the specifications. The subcontractor shall have the license required for the work performed. The subcontractor will be required to have a current City of Sedona Business License for the duration of the contract.

Subcontractor Name

Business Address

Description of Work


\_\_\_\_\_  
Signature of Bidder

### SCHEDULE OF MANUFACTURERS AND SUPPLIERS; MAJOR EQUIPMENT AND MATERIAL ITEMS

The Bidder proposes that the named items of major equipment and materials required for work will be supplied by the manufacturers or suppliers set forth below as written in by the Bidder. Substitutions will be allowed in accordance with the Contract Documents:

**Item**

**Manufacturer or Supplier**

[illegible]

**WORKMEN'S COMPENSATION INSURANCE**  
**CERTIFICATE**

I am aware of the provisions of Arizona Law, which require every employer to be insured against liability for workmen's compensation in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: \_\_\_\_\_

By: \_\_\_\_\_

## NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY EACH Awardee OF A Principal Contract IN THE  
STATE OF ARIZONA }

COUNTY OF \_\_\_\_\_ } ss

\_\_\_\_\_, being first duly sworn, deposes and says:

1. That he is \_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_, the party making the foregoing Bid.
2. That such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation.
3. That such Bid is genuine and not collusive or sham.
4. That said bidder has not directly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding.
5. That said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of said Bidder or of any other Bidder, nor to fix any overhead, profit, or cost element of such Bid Price, nor of that of any other Bidder, nor to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract.
6. That all statements contained in such Bid are true.
7. That said Bidder has not, directly or indirectly, submitted his Bid Price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such person or persons as have a partnership or other financial interest with said Bidder in his general business.

**NON-COLLUSION AFFIDAVIT**

(Continued)

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)





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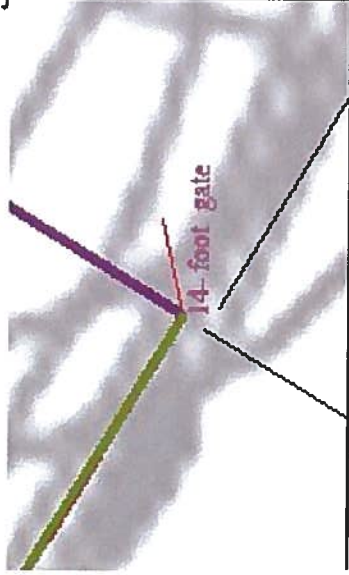
Either scripts and active content are not permitted to run or Adobe Flash Player version 10.0.0 or greater is not installed.





# Well #1 Area Fence

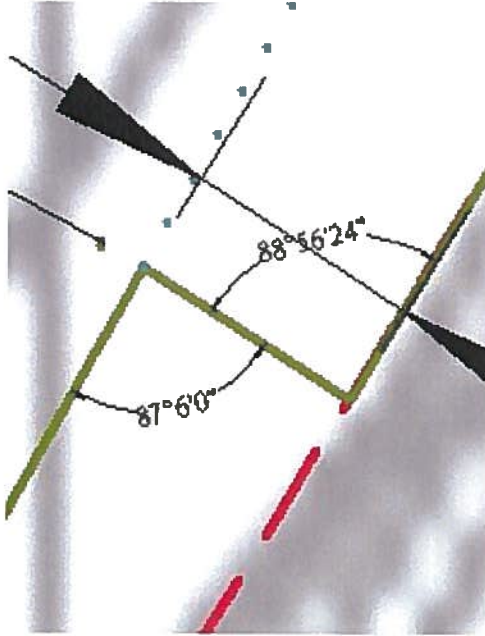
Location Detail 14-foot wide gate



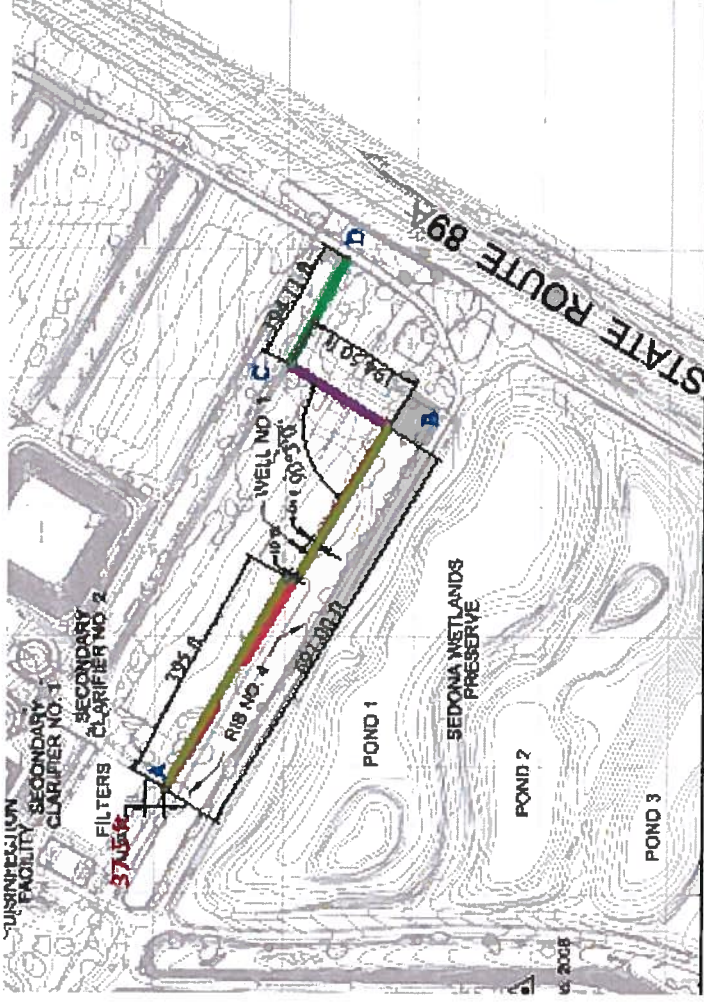
Fence Jog Detail 1



Fence Jog Detail 2



Fence Route Detail

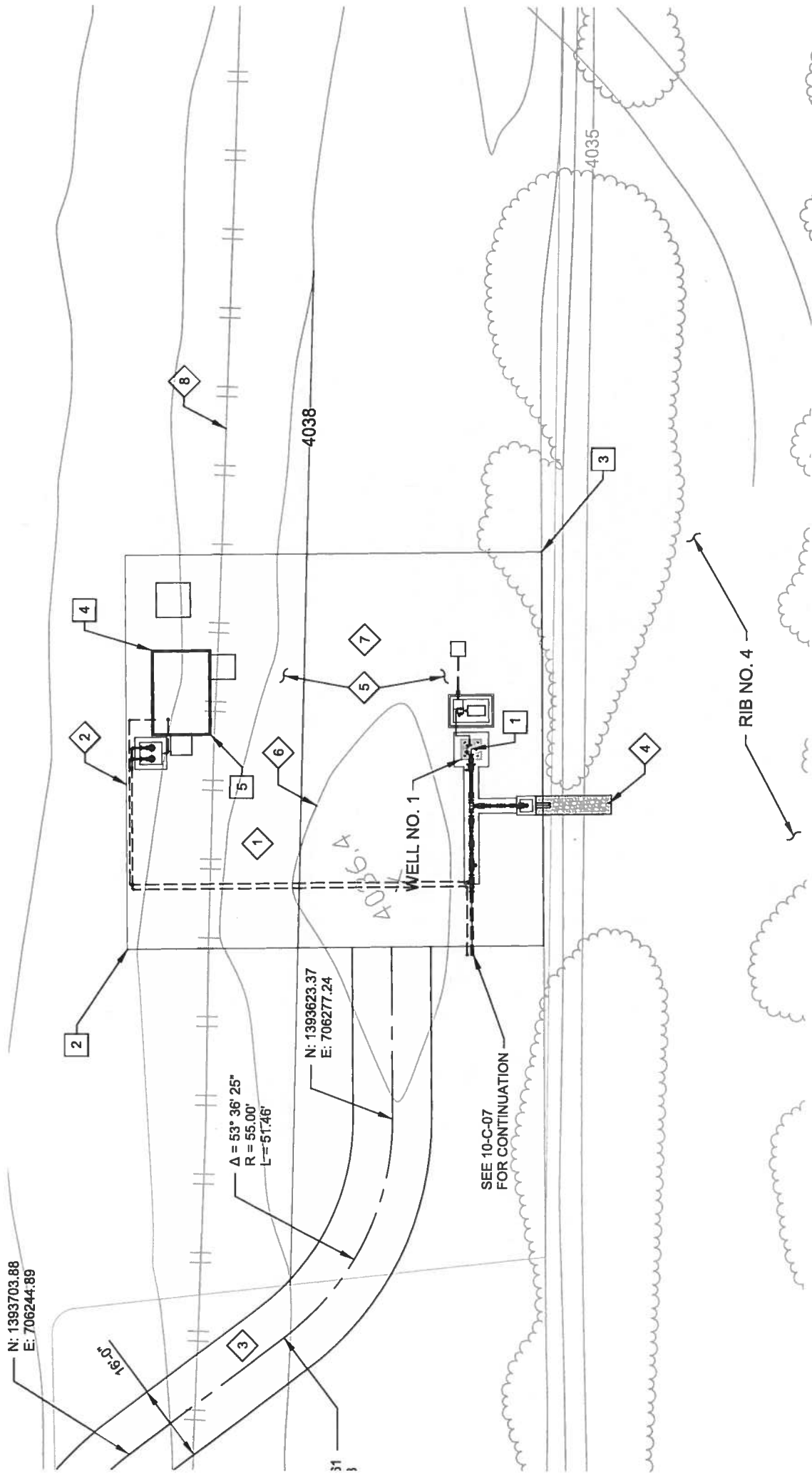


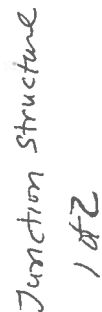
## Notes

- A** Start of new fence abutted against existing fence corner. Approximately 37.5 feet from SE corner of Filter Building.
- C-D** Fence run along existing berm. Alignment of posts approximately 2 feet below top of berm.
- D** Intersect existing fence along road.

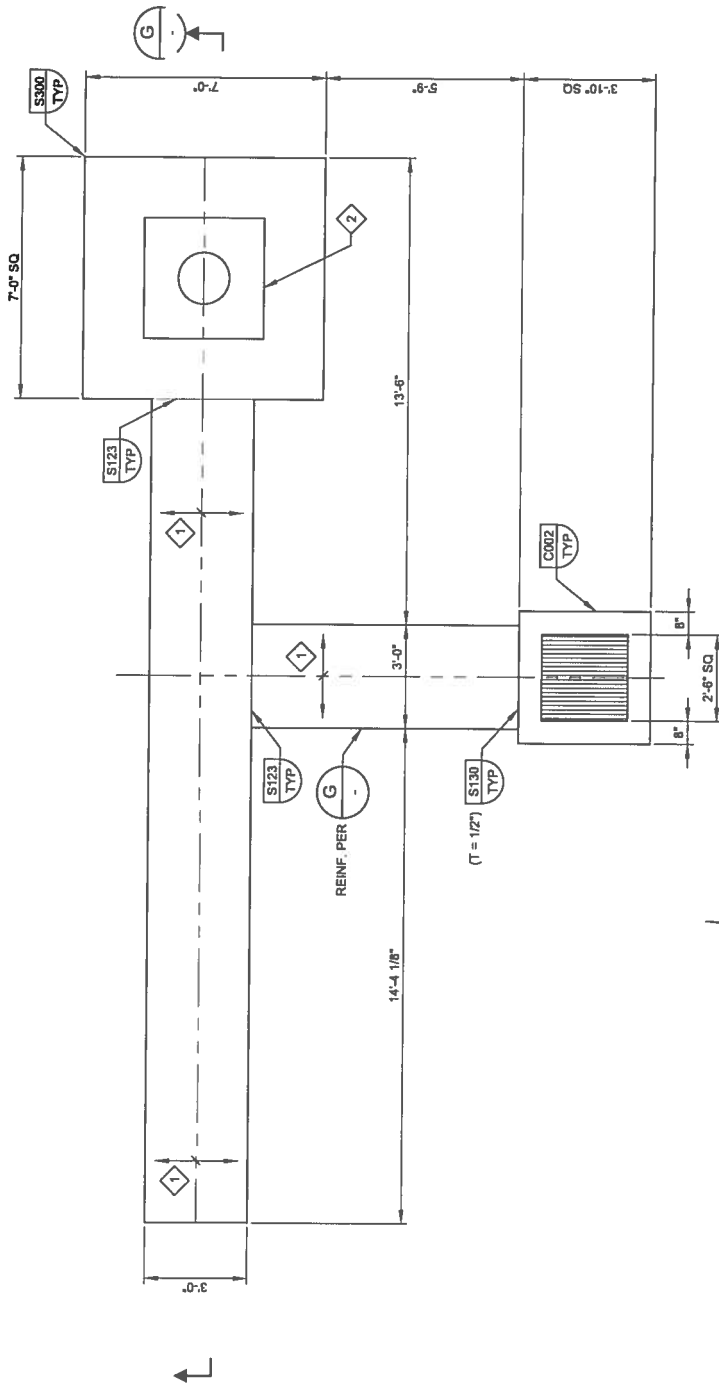


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3	4	5	6	7	8	9	10	11
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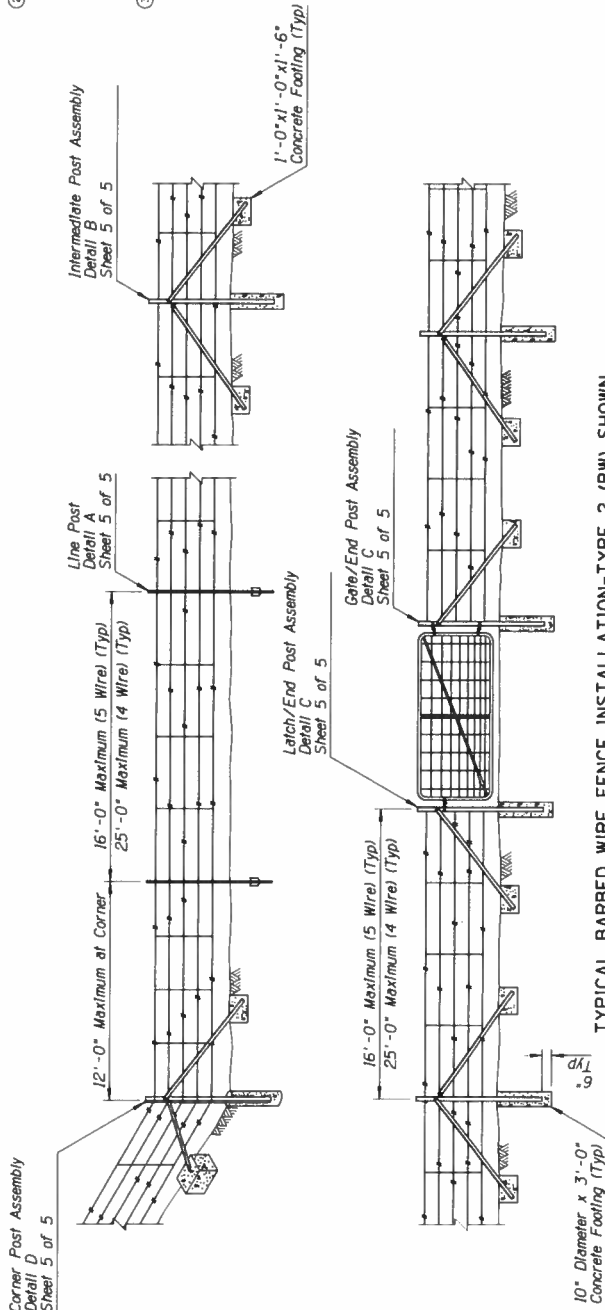
**G WELL NO. 1 PLAN**

40-44-01

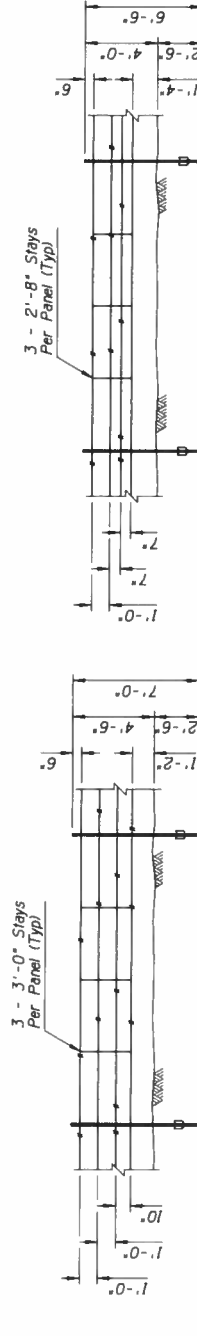
DESCRIPTION OF REVISIONS		MADE BY	DATE
1	REISSUED STD DWG	PHB	7/84
2	REVISED GENERAL NOTE 1	RLF	7/05
3	ADDED GENERAL NOTE 4	RLF	5/12
4	ADDED TYPICAL FENCE LOCATION VIEW	RLF	5/12

## GENERAL NOTES

1. Intermediate Post Assemblies shall be located as shown and at intervals not to exceed 650' or midway between all braced posts.
2. For game fence the bottom wire shall be barbless.
3. The stays on game fence shall have their ends turned up to prevent injuries to game.
4. Fence Wire shall be placed on the side of the line posts away from the main roadway except in sharper curve areas where it should be moved to the side with tension against the posts.

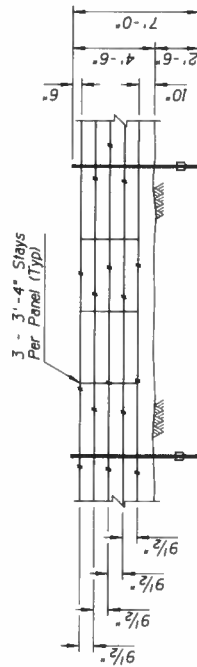


TYPICAL BARBED WIRE FENCE INSTALLATION-TYPE 2 (BW) SHOWN

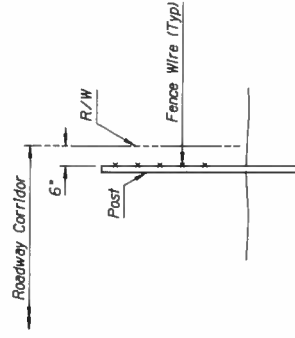


BARBED WIRE GAME FENCE (GF)

TYPE 1 BARBED WIRE (BW) (4 WIRE)



TYPE 2 BARBED WIRE (BW) (5 WIRE)

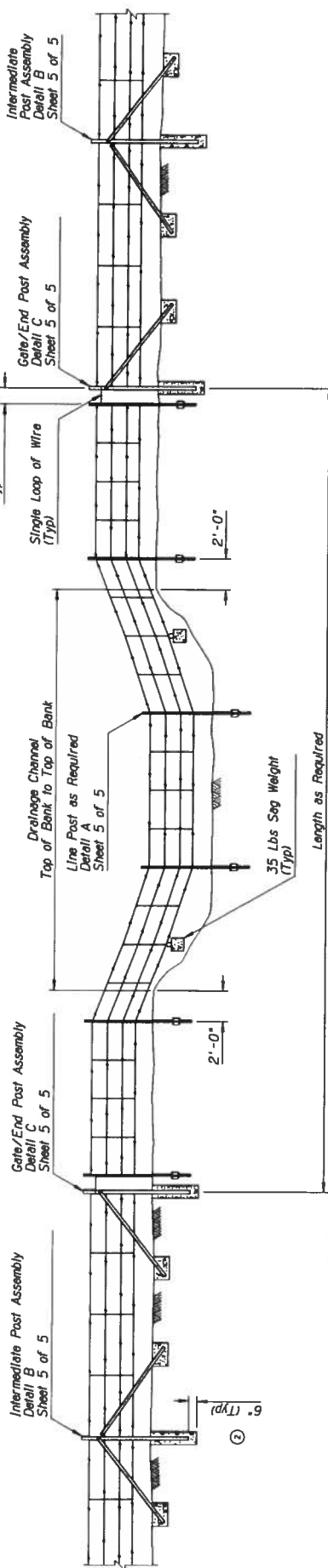


TYPICAL FENCE LOCATION

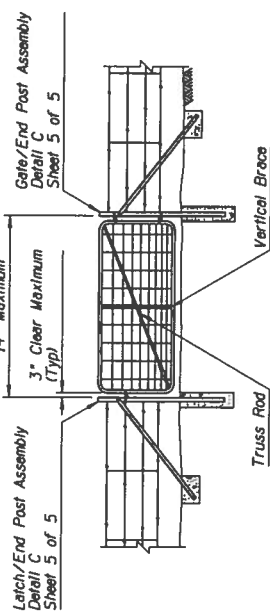
APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/12
APPROVED FOR INSTALLATION	FENCE BARBED WIRE	DRAWING NO. C-12.10 Sheet 2 of 5



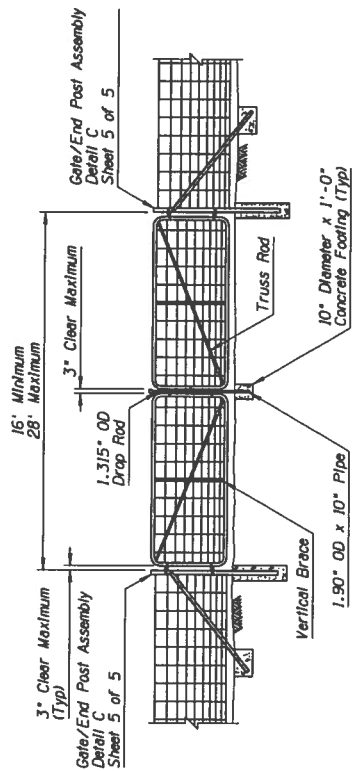
REVISIONS		DATE
1	REVISED STD DRG	7/94
2	ADDED DIMENSION	9/04
3	MINOR GRAPHICAL REVISIONS	5/12



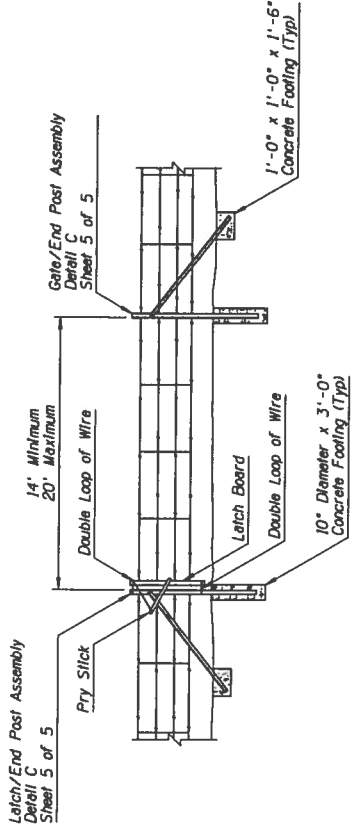
### FLOOD GATE



### TYPE 1 SINGLE GATE



### TYPE 1 DOUBLE GATE



### TYPE 2 GATE

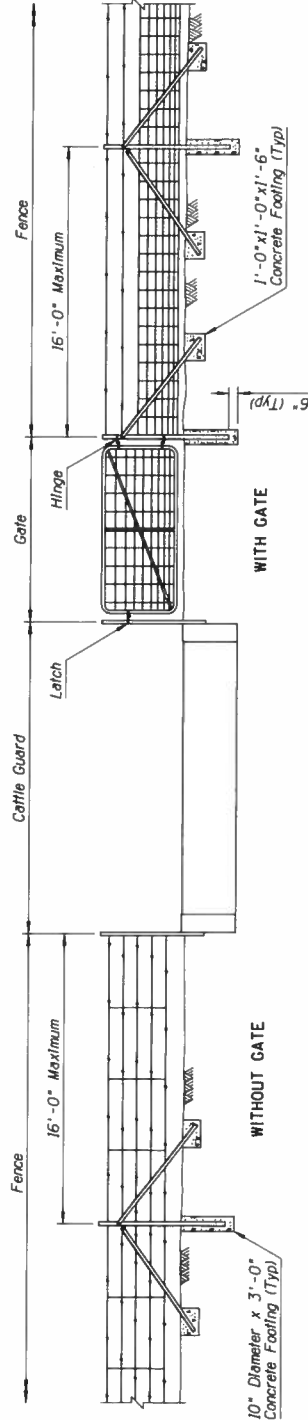
APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS		5/12
	APPROVED FOR SUBMITTAL		C-12.10 Sheet 3 of 5
① TYPE 1 AND 2 GATES FLOOD GATE		②	

NO.	REVISION	DATE
1	REISSUE STD	7/94
2	REVISED VIEW GRAPHICS	5/12
3	MOVED FENCE LOCATION VIEW TO SHEETS 1 & 2 OF 5	5/12

NO.	REVISION	DATE
1	REISSUE STD	7/94
2	REVISED VIEW GRAPHICS	5/12
3	MOVED FENCE LOCATION VIEW TO SHEETS 1 & 2 OF 5	5/12

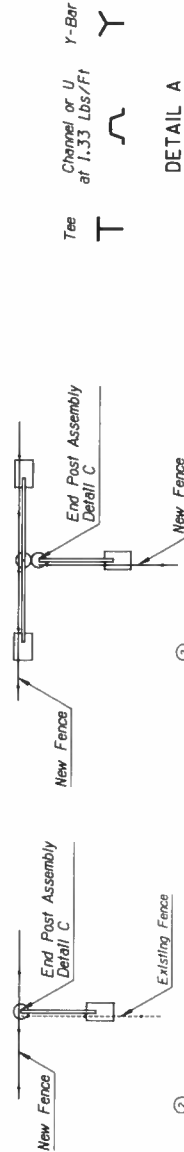
## GENERAL NOTES

- Post assemblies shall consist of an upright angle  $2\frac{1}{2} \times 2\frac{1}{2} \times \frac{1}{4}$  at 4:10 lbs/ft, and brace angles  $2 \times 2 \times \frac{1}{4}$  at 3:19 lbs/ft.



TYPICAL FENCE LOCATION AT CATTLE GUARD

①

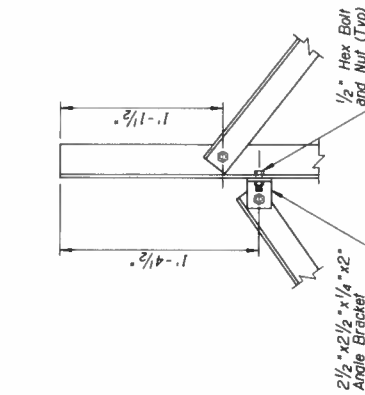


TYPICAL CROSS SECTIONS OF LINE POST SHAPES

②

ABUTTING FENCE

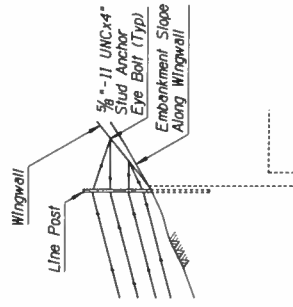
ABUTTING FENCE AT POST



INTERMEDIATE POST ASSEMBLY

END POST ASSEMBLY

CORNER POST ASSEMBLY



FENCE CONNECTION TO WINGWALL

APPROVED FOR DESIGN	STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION ROADWAY STANDARD DRAWINGS	REV. 5/12
APPROVED FOR CONSTRUCTION	FENCE MISCELLANEOUS DETAILS	C-12.10 Sheet 5 of 5

## SECTION 902

restrict livestock.

### SECTION 903 WIRE FENCE:

#### 903-1 Description:

The work under this section shall consist of furnishing all materials and constructing barbed wire fence, woven wire fence, game fence, antelope fence and gates at the locations and in accordance with the details shown on the plans. Fences and gates shall be of the types and sizes shown on the plans and shall be constructed in accordance with the requirements of these specifications.

The type of fence to be constructed will be shown on the project plans.

#### 903-2 Materials:

##### 903-2.01 General:

Certificates of Compliance conforming to the requirements of Subsection 106.05 of the Standard Specifications shall be submitted for all materials except for Subsection 903-2.02, Posts and Braces, and Subsection 903-2.04, Fencing Wire. Subsections 903-2.02 and 903-2.04 will be sampled and tested in accordance with methods used by the Department and will require written approval by the Engineer prior to being incorporated into the work.

##### 903-2.02 Posts and Braces:

Line posts shall conform to the requirements of ASTM A 702. Lengths of posts shall be as shown on the plans. Packaging of posts will not be required. The type of post furnished, tee, channel or U or Y type, shall be the same on any one project.

End, corner, pull, latch and gate posts and braces shall conform to the requirements of ASTM A 702, for uprights and braces.

Posts and braces shall be painted green.

##### 903-2.03 Concrete:

Concrete for post footings shall be utility concrete conforming to the requirements of Section 922.

##### 903-2.04 Fencing Wire:

###### (A) Barbed Wire:

Barbed wire shall be 12-1/2 gauge steel wire with four-point 14-gauge barbs spaced five inches apart and shall be either zinc-coated (Class |

## SECTION 903

1) or aluminum-coated, conforming to the requirements of ASTM A 121. |

### **(B) Barbless Wire:**

Barbless wire shall meet the same requirements as barbed wire, except that the barbs shall be omitted.

### **(C) Woven Wire Fabric:**

Woven wire fabric shall be No. 11 (Grade 60) woven steel fence fabric with stay wires spaced six inches apart and shall be either zinc-coated (Class 1) or aluminum-coated, conforming to the requirements of ASTM A 116. |

### **903-2.05 Stays and Fasteners:**

Stays shall be 9-1/2 gauge twisted wire designed for screw-on type installation. Stays shall be zinc-coated steel of good commercial quality. The minimum weight of zinc-coating shall be 0.3 ounces per square foot of uncoated wire surface.

Tie wires, hog rings and post clips shall be zinc-coated steel of good commercial quality and shall be of the same diameter as the fence fabric being fastened.

The minimum weight of zinc-coating shall be 0.3 ounces per square foot of uncoated wire surface.

### **903-2.06 Gates:**

#### **(A) Type 1 Gate:**

Gates shall conform to the requirements of Subsection 902-2.09, except as specified herein.

Gates greater than five feet in width shall have a vertical member installed at the midway point of the gate.

Fabric for the gates shall be either chain link fence fabric or woven wire fabric. Chain link fence fabric shall conform to the requirements of Subsection 902-2.04 for fabric using 11 gauge wire. Woven wire fabric shall be of the same kind used for the adjoining woven wire fence. When the adjoining fence is barbed wire fence, gate fabric shall be of the kind used with Type 2 woven wire fence.

Gates shall be hung by at least two steel, ductile iron, or malleable iron hinges so designed as to securely clamp to the type of gate post furnished and permit the gate to be swung back against the fence.

Gates shall be provided with a combination steel, ductile iron, or malleable iron catch and locking attachment which will not rotate

## SECTION 903

around the latch post. Stops to hold gates open shall be provided where required.

### **(B) Type 2 Gate:**

Type 2 gates shall be constructed so that each line of wire will be securely attached to the gate post and to the latch board. The three vertical wire stays, placed within the gate, shall be equally spaced. Above the top fence wire and below the bottom fence wire, a double strand of steel wire shall be placed around the latch post forming loops of such size that they will accept the ends of the latch board. A pry stick shall be sewed to the gate post so as to draw the fence to a taut condition when closed.

The latch board and pry stick assembly shall be made of wood or of steel. Wood shall be clear select Douglas fir, two inch by two inch by four feet for the latch board and two inch by two inch by two feet for the pry stick. Steel latch board and pry stick shall be fabricated from the same type of steel utilized for line posts.

### **903-3 Construction Requirements:**

#### **903-3.01 General:**

In areas where there is livestock, the contractor shall take all measures necessary to restrict the livestock to the land where it is being kept. The contractor shall furnish all materials and construct temporary fence, gates and cattle guards as may be necessary to restrict the livestock as specified.

Existing fences that are to remain in place and which have been damaged by the contractor's operations shall be replaced or restored by the contractor at no additional cost to the Department in accordance with the provisions of Subsection 107.11.

The contractor shall clear the fence lines of all earth, trees, brush and other obstructions which interfere with the proper construction of the fences, unless the Engineer orders certain trees to remain in place. Clearing the fence line shall be within the highway right-of-way. Disposal of removed material shall be in accordance with the requirements of Subsection 201-3.02.

Fence shall be constructed within the highway right-of-way as shown on the plans.

#### **903-3.02 Setting Fence:**

Fence posts shall be spaced at the intervals and set to the depths shown on the plans.

In determining the post spacing, measurements shall be made parallel

## SECTION 903

to the ground slope, and all posts shall be placed in a vertical position, except in unusual locations where the Engineer may direct that the posts be set perpendicular to the ground surface.

Line posts may be driven into undisturbed earth provided driving does not injure the posts. All voids around the post shall be backfilled and the material thoroughly tamped.

End, corner, pull, latch and gate posts and braces shall be set in concrete footings crowned at the top to shed water.

Any high points which interfere with the placing of wire fence fabric shall be excavated to provide the clearance shown on the plans.

Changes in the horizontal alignment of the fence line where the angle of deflection is 15 degrees or more shall be considered as corners and a corner post assembly shall be installed. Changes in fence alignment where the angle of deflection is less than 15 degrees but more than five degrees shall be considered as alignment angles and diagonal tension wires shall be installed. The diagonal tension wires shall consist of two twisted steel wires and shall be attached to the adjacent line posts.

Where the fence line intersects a cross fence, the wires of the existing cross fence shall connect to an end post assembly as shown on the plans.

Connecting fence assemblies with braces for every direction of strain shall be placed at the junction with new fences.

Intermediate post assemblies shall be installed at not more than 650-foot intervals between other braced posts, but for woven wire fence the spacing shall be such as to use standard rolls of fabric with a minimum of cutting and waste. After post assemblies have been placed, the barbed wire and woven wire fabric shall be pulled taut to the satisfaction of the Engineer, and each longitudinal wire shall be cut and securely fastened to the braced post with devices customarily used for the purpose. Barbed wire or woven wire fabric shall not be carried past a post assembly, but shall be cut and fastened to the post independently of the adjacent spans. A maximum of two splices on barbed wire will be permitted between post assemblies, but not on the same wire. No splice shall be placed closer than 100 feet to any post assembly.

Where fence lines are interrupted by openings for gates and cattle guards, intermediate post assemblies shall be installed at both sides of the opening at a distance of one panel width from the end of the opening.

After the tensioning of the barbed wire or woven wire fabric between two post assemblies, all longitudinal wires shall be attached to each intervening line post at the height and spacing as shown on the plans. The distance from the bottom wire to the ground may vary at any one

## SECTION 903

point from that shown on the plans four inches plus or minus for barbed wire fence and game fence and one inch plus or minus for woven wire fence. Where abrupt changes occur in the fence line grade, intermediate line posts may be required to maintain proper distances between the bottom wire and the ground.

Spacing of the twisted vertical wire stays shall be as shown on the plans for each type of fence. The vertical wire stays shall be woven into every horizontal wire for each type of fence.

At all grade depressions where stresses tend to pull the posts from the ground, the affected fence posts shall be anchored in concrete or the fence wires shall be weighted with concrete sag weights. The volume of concrete required to anchor the posts shall be not less than one cubic foot. Fence sag weights shall weigh not less than 100 pounds and shall be made with a wire loop hanger embedded in the concrete. A double strand of wire shall be attached to each horizontal line of barbed wire and to the top and bottom wire of the woven wire fabric and tied to the wire loop hanger of the sag weight.

### **903-3.03 Flood Gates:**

Flood gates shall be constructed at the locations specified on the project plans or where designated by the Engineer and in accordance with the details shown on the project plans. If the length of the flood gate is such that the Engineer determines that line posts are needed, the posts shall be placed as necessary and driven to the depth required to keep the flood gate upright.

Flood gates shall be constructed to the same requirements specified for barbed wire fence construction, except that the concrete sag weights shall weigh 35 pounds.

### **903-4 Method of Measurement:**

Wire fence will be measured by the linear foot of each type of fence specified. Measurement will be made along the top of the completed fence from outside to outside of end posts, excluding the widths of gate and cattle guard openings. Gate posts and latch posts will be considered as included in the measurement of the completed fence.

Type 1 gates will be measured as a complete unit in place by the width of the gate opening. Double gates will be measured as one complete unit by the width of the gate opening. A gate unit complete in place shall include the gate with all necessary fittings, hardware, and gate bracing.

Type 2 gates will be measured as a complete unit in place by the width of the gate opening. A gate unit complete in place shall include the wire gate with vertical stays, latch board and pry stick.

Flood gates will be measured by the linear foot. Measurement will be

## **SECTION 903**

made on the fence line along the top wire from gate post to gate post as shown on the plans, but exclusive of any Type 2 gates.

### **903-5 Basis of Payment:**

The accepted quantities of wire fence and flood gates, measured as provided above, will be paid for at the contract unit price per linear foot for the type of fence and gate designated in the bidding schedule, complete in place.

Types 1 and 2 gates, measured as provided above, will be paid for at the contract unit price per gate for the type designated in the bidding schedule, complete in place.

No payment will be made for furnishing materials and constructing temporary fence, gates and cattle guards as may be necessary to restrict livestock.

## **SECTION 904 CHAIN LINK CABLE BARRIER:**

### **904-1 Description:**

The work under this section shall consist of furnishing all materials and constructing chain link cable barrier fence at the locations and in accordance with the details shown on the project plans and in accordance with the requirements of the plans and these specifications.

### **904-2 Materials:**

Certificates of Compliance conforming to the requirements of Subsection 106.05 shall be submitted.

The wire rope and swaged connection assembly and the associated nuts and washers shall conform to the requirements for the cable assembly specified under Subsection 1012-2, except that the length of the wire rope and the stud bolts shall be as shown on the project plans, and the wire rope shall conform to the requirements of AASHTO M 30, Class B, Type II.

Concrete shall be Class S Portland cement concrete conforming to the requirements of Section 1006.

Welded wire fabric shall conform to the requirements of Section 1003.

The chain link fence fabric, ties, fasteners, hardware and other fittings shall be of the dimensions shown on the project plans and shall conform to the requirements of Subsection 902-2.

All structural steel shall conform to the requirements of ASTM A 36, except that the anchor plate shall be made of steel conforming to the



**DEPARTMENTAL CONTRACT FOR SERVICES  
FOR THE CITY OF SEDONA**

This contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by and between the City of Sedona ("CITY") and \_\_\_\_\_ ("CONTRACTOR")

*Services.* The CONTRACTOR promises and agrees to and with the CITY that it shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all of the work required in connection with \_\_\_\_\_ all in strict accordance with MAG Specifications, if applicable, and in strict compliance with the CONTRACTOR'S Proposal set forth in **Exhibit "A"** (attached), for a contract price not to exceed \$ \_\_\_\_\_ ("Project"). Contractor shall diligently and continuously prosecute and complete all work under this Contract within the time frame specified by the Proposal.

1. *Contract Documents.* The CONTRACTOR and the CITY agree that the terms, conditions, and covenants of his contract may be supplemented by specific conditions, drawings, and materials lists, if any, which are attached hereto as additional exhibits, and made a part hereof as if fully set forth herein.
2. *Confidential Information.* All correspondence, reports and other documentation of CONTRACTOR'S work shall be considered confidential information and will be distributed only to those persons, organizations or agencies specifically designated by CITY or its authorized representative, or as specifically required for completion of CONTRACTOR'S task.
3. *Billing and Payment.* Billing and payment will be in accordance with an attached payment schedule or as set out in **Exhibit A**. Invoices are due and payable upon receipt and are delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the scope of work, for the items billed.
4. *Conflicts.* In the event any term or provision of this contract is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this contract shall be construed and enforced as if it did not contain the particular term or provision.
5. *Certification.* CONTRACTOR hereby warrants that it is qualified by experience, necessary work force, and materials to assume the responsibilities and render the services described herein. CONTRACTOR shall execute the required affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 [Exhibit B]
6. *Compliance with Local Rules and Regulations.* It is contemplated that the work and services to be performed by CONTRACTOR hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this contract. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the scope of work.
7. *Indemnification.* To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, and each council member, officer, employee or agent thereof (CITY and any such person being herein called an "Indemnified Party"), for, from and

against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the CONTRACTOR, its officers, employees, agents or any tier of subcontractor in connection with CONTRACTOR's work or services in the performance of this contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

8. *Insurance.* The CONTRACTOR agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverage, as may be requested by the CITY, either in the initial bid, or prior to commencement of particular tasks. The policies shall name the CITY and its agents and employees as **additional insured**, and contain a **waiver of subrogation** endorsement.
  - a. Worker's Compensation Insurance as required by the Title 23, Chapter 6, of the Arizona Revised Statutes.
  - b. Commercial General or Business Liability Insurance (Occurrence Form) with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.
  - c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, **if** CONTRACTOR'S owned or hired vehicles will be assigned to or used in performance of the services.
  - d. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate, **if** professional services are utilized by the CONTRACTOR for design and performance of the Project. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. In the event the policy is written on a "**claims made**" basis, the CONTRACTOR warrants that any **retroactive date** shall precede any work on the Project.
9. *Non-Assignability.* Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.
10. *Termination.* This contract shall terminate at such time as the work in the scope of work is completed or upon CITY providing CONTRACTOR with seven (7) days advance written notice, whichever occurs first. In the event the contract is terminated by CITY's issuance of said written notice of intent to terminate, CITY shall pay CONTRACTOR for all work previously authorized, performed and accepted prior to the date of termination. If, however, CONTRACTOR has substantially or materially breached the standards and terms of this contract, CITY shall have any remedy or right of set-off available at law and equity. CITY shall owe no other payments, including any payment for lost profit or business opportunity, and no penalty, to CONTRACTOR in the event of termination upon notice.

11. *Venue.* The laws of the State of Arizona shall govern this contract, and any legal action concerning the provisions hereof shall be brought in the County of Coconino, State of Arizona.
12. *Independent Contractor.* CONTRACTOR is an independent contractor. Notwithstanding any provision appearing in this contract, and any exhibits and/or addenda, all personnel assigned by CONTRACTOR to perform work under the terms of this contract shall be, and remain at all times, employees or agents of CONTRACTOR for all purposes. CONTRACTOR shall make no representation that it is the employee of CITY for any purpose.
13. *Performance Standards.* CONTRACTOR shall perform the services in **Exhibit A** in a good and workmanlike manner and in conformity with the best standards of its industry. The CITY in its sole discretion may cancel this agreement if the CONTRACTOR fails to meet the specifications for the materials and timely complete assigned tasks.
14. *Entire Agreement.* This contract, together with the attached exhibits," is the entire agreement between CONTRACTOR and CITY, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified or changed except by written amendment executed by both parties.
15. *Non-Discrimination.* Contractor, its agents, employees, and subcontractors, shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or veteran status. (Ordinance 2015-10 (2015)).
16. *Compliance with State and Federal Laws:*

CONTRACTOR understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONTRACTOR must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

  - a. Under the provisions of A.R.S. § 41-4401, CONTRACTOR hereby warrants to CITY that CONTRACTOR and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").
  - b. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject CONTRACTOR to penalties up to and including termination of this contract at the sole discretion of CITY.
  - c. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty.

CONTRACTOR agrees to assist CITY in regard to any such inspections.

- d. CITY may, at its sole discretion, conduct random verification of the employment records of CONTRACTOR and any subcontractors to ensure compliance with Contractor's Immigration Warranty. CONTRACTOR agrees to assist CITY in regard to any random verification performed.
  - e. Neither CONTRACTOR nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONTRACTOR or any subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
  - f. The provisions of this article must be included in any contract that CONTRACTOR enters into with any and all of its subcontractors who provide services under this contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
17. *Dispute Resolution.* The parties shall follow the dispute resolution procedures of Chapter 3.10 of the Sedona City Code.
18. *Delays.* CONTRACTOR shall not be responsible for delays that are due to causes beyond CONTRACTOR'S reasonable control. In case of any such delay, any deadline established as part of the scope of work shall be extended accordingly as may be agreed by the CITY.
19. *Attorneys' Fees and Costs.* Should any legal action, including arbitration, be necessary to enforce any term of provision of this contract or to collect any portion of the amount payable hereunder, then all expenses of such legal action or collection, including witness fees, costs of the proceedings and attorneys' fees, shall be awarded to the substantially prevailing party.
20. *Conflict of Interest.* From the date of this contract through the termination of its service to Sedona, CONTRACTOR shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this contract and/or adversely impact the quality of the work under this contract without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Contract is subject to cancellation pursuant to the provisions of ARS § 38-511.
21. *Notice.* Any notice or communication between CONTRACTOR and CITY that may be required, or that may be given, under the terms of this contract shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

CITY: City of Sedona  
Attention: \_\_\_\_\_  
102 Roadrunner Drive  
Sedona, AZ 86336

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22. *Offsets.* During the performance of this Agreement, CONTRACTOR may also be under contract with the CITY for performance of work on other projects. A breach in the performance of any of CONTRACTOR'S obligations under this Agreement shall constitute a breach of CONTRACTOR'S obligations under any other agreement with the CITY and the breach by CONTRACTOR under other agreement with the CITY shall also constitute a breach of CONTRACTOR'S obligations under this Agreement. The CITY may offset any amounts owed by CONTRACTOR under any such other agreement from any amounts owed to CONTRACTOR under this Agreement, or any delinquent wastewater fees or transaction privilege taxes owed to the City.
23. *Notice to Proceed.* Unless otherwise noted by CITY, acceptance of this contract is official notice to proceed with the work.
24. *Licensing.* CONTRACTOR shall maintain a valid license through the Arizona Registrar of Contractors for all types of work or services for the project as set forth in ARS 32-1122 and related provisions, and shall also obtain a business license for the City of Sedona.

CITY OF SEDONA, ARIZONA

[Contractor]

\_\_\_\_\_  
[Department head/designee if under  
\$50,000 – City Manager otherwise]

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Title: \_\_\_\_\_

I hereby affirm that I am authorized to enter  
into and sign this contract on behalf of  
CONTRACTOR

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT/S**

**Exhibit A**

- X Quote Response Form Including Project Phases, Costs, and Payment Schedules**

**Exhibit B**

- X Affidavit of Lawful Presence if required**